

Prepared By:  
Wells Fargo Bank, N.A.  
TOYIA M. STRODE  
DOCUMENT PREPARATION  
1 HOME CAMPUS X2303-01C  
DES MOINES, IOWA 50328  
866-861-8322

10/26/07 11:06:31  
BK 2,809 PG 514  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

\_\_\_\_\_  
Signature of Preparer

After Recording please return to:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

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State of Mississippi {Space Above This Line For Recording Data}  
Account number: 650-650-0037234-1998  
Reference number: 20072397500434

**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST**

This Modification Agreement (this "Agreement") is made this **24TH DAY OF SEPTEMBER, 2007**, between  
**Wells Fargo Bank, N.A.** (the "Lender") and  
**SURYA N. PANDRUVADA A MARRIED PERSON AND APARNA MALLAMPALLI A NON-VESTED  
SPOUSE, HUSBAND AND WIFE**

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **December 30, 2005**, in the original maximum principal amount of **\$ 50,472.00**. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book **2,393** at page(s) **456-464** of the Clerk of Chancery Court of **DESOTO** County, State of **MISSISSIPPI** as document No. **N/A** (the "Security Instrument"), and covering real property located at  
**8409 JUANITA STREET, OLIVE BRANCH, MISSISSIPPI 38654**  
(the "Property") and described as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED AND BEING IN THE, COUNTY OF DESOTO, STATE OF MISSISSIPPI: LOT 94, ESTATES OF DAVIS GROVE SUBDIVISION, SECTION A, SITUATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 17-20, OF THE OFFICE OF THE CLERK OF CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI. BEING THE SAME PROPERTY CONVEYED TO GRANTOR(S) HEREIN AS SHOWN BY DEED OF RECORD AT BOOK 486, PAGE 403, IN SAID CHANCERY CLERKS OFFICE. BEING THE SAME PREMISES CONVEYED TO SURYA N. PANDRUVADA FROM VINTAGE HOMES OF MISSISSIPPI, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY BY WARRANTY DEED DATED 12/30/2005, AND RECORDED ON 01/17/2006, AT BOOK 519, PAGE 213, IN DESOTO COUNTY, MS.**

MS Loc Mod Agmt, HCWF#432v7 (01/22/07)



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The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Change in Credit Limit.** The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$70,742.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

**Co-Trustor/Co-Mortgagor Liability.** As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.



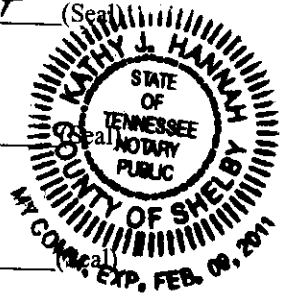
Surya N Pandurava  
Borrower SURYA N PANDRUVADA

09/26/07

(Seal)

Aparna Mallampalli  
Borrower APARNA MALLAMPALLI

09/26/07



Borrower

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Wells Fargo Bank, N.A.

By: [Signature] (Seal)  
[Print Name]

Its: [Signature]

{ Acknowledgments on Following Pages }



State of Iowa

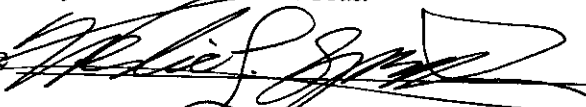
County of Dallas

On October 4th, 2007 before me, Weslie L. Spradling/ Notary Public (here insert name and title of the officer), personally appeared Penny Tebben, Assistant Vice President, Wells Fargo Bank N.A.,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)

Weslie L. Spradling

Notary Public

My Commission Expires : 09/26/2009

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of Des Moines

Notary Address: 4200 Park Ave Bldg 1 Apt 28, Des Moines, IA 50321



## ALL PURPOSE ACKNOWLEDGEMENT

State of Tennessee, County of ShelbyOn 9/26/2007  
Date including 4 digit yearBefore me, Kathy Hannah, a Notary Public  
Notary's Name

Personally appeared:

Surya Pandravadra  
Aparna Mallampalli☒ Personally known to me OR ☐ proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Kathy J. Hannah  
Notary PublicKathy J. Hannah  
Name (typed or printed)My Commission expires: 2-9-2011